

**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

This Contract, dated this 21st day of December, 2018 (the "Commencement Date") between the City of Richmond, Virginia (the "City") and SOMA Global, LLC (the "Contractor"), is binding among and between these parties as of the date of the City's final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. B180003244, as modified by Addendum No. 1 dated June 7, 2018, (the "Request for Proposals"), for a records management system for the City's Department of Police.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.
2. **Contract Amount.** The maximum authorized contract amount for this Contract is One Million Five Hundred Thirty-One Thousand Four Hundred U. S. dollars (\$1,531,400.00). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.
3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
 - A. This Goods and Services Contract between the City and the Contractor.
 - B. Negotiated Modifications to Contract Documents for Contract No. 19000006191, attached hereto as Attachment A.
 - C. The General Terms and Conditions attached to the Request for Proposals.
 - D. The Statement of Needs attached to the Request for Proposals.
 - E. The Special Provisions attached to the Request for Proposals.
 - F. The SOMA Best and Final Offer dated August 20, 2018, attached hereto as Attachment B.
 - G. The SOMA Global Master Subscription Terms, attached hereto as Attachment C.
 - H. The Contractor's proposal dated June 19, 2018.
 - I. The SOMA Global Services Trust and Compliance document, attached hereto as Attachment D.
 - J. The Instructions to Offerors attached to the Request for Proposals.

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

For the CITY:

By: 
(signature in ink)

11/19/2018
Date

Peter Quintas
(typed name)

CEO
(typed title)

By:  11/21/18
Betty J. Burrell
Director of Procurement Services
Date

IF A CORPORATION, AFFIX CORPORATE SEAL

**ATTACHMENT A:
NEGOTIATED MODIFICATIONS TO CONTRACT DOCUMENTS FOR
CONTRACT NO. 19000006191**

These Negotiated Modifications are hereby incorporated into Contract No. 19000006191 (the "Contract") for a records management system for the City's Department of Police as of the date of the City's final signature.

WHEREAS, the City and the Contractor desire to agree in writing to modify the final terms and conditions of Contract No. 19000006191.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the Commencement Date of the Contract:

1. Section 4.1 ("Indemnification") of Part III ("General Terms and Conditions") of Request for Proposals No. B180003244 is hereby revised to read in its entirety as follows:

4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and reasonable attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

2. Section 5.2 ("By Contractor") of Part III ("General Terms and Conditions") of Request for Proposals No. B180003244 is hereby revised to read in its entirety as follows:

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City; provided, however, the Contractor may assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different

ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City. Notwithstanding the foregoing, if the Contractor assigns, sublets or transfer the Contract as a result of any sale, merger, consolidation, assignment, or any event resulting in new or different ownership, control, operation or administration of the Contractor's business affairs, then the Contractor shall provide written notice to the City within 10 calendar days of the effective date of any such assignment, sublet, or transfer. Upon receipt of such notice, the City may terminate the Contract in accordance with the termination procedures set forth in section 6.2 ("Termination with Cause") herein. In the event of a termination pursuant to this section 5.2, the Contractor shall refund the City any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

3. Section 6.2 ("Termination with Cause") of Part III ("General Terms and Conditions") of Request for Proposals No. B180003244 is hereby revised to read in its entirety as follows:

6.2 Termination with Cause.

- 6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least 14 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this 14 calendar day period, then the notice of termination with cause shall be deemed null and void.
- 6.2.3 **Effect.** Upon such termination, the Contractor shall refund the City any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination, and the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

4. Section 6.3.2 ("Effect") of Part III ("General Terms and Conditions") of Request for Proposals No. B180003244 is hereby revised to read in its entirety as follows:

- 6.3.2 **Effect.** Upon such termination, the Contractor shall refund the City any prepaid fees allocable to the remainder of the term of all subscriptions for the period after

the effective date of such termination, and the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

5. Section 8.7.2 ("Address") of Part III ("General Terms and Conditions") of Request for Proposals No. B180003244 is hereby revised to read in its entirety as follows:

- 8.7.2 **Address.** All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

Director of Procurement Services
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

With copies to:

Information Services Manager
Richmond Police Department
200 West Grace Street
Richmond, Virginia 23220

Records Management Administrator
Richmond Police Department
200 West Grace Street
Richmond, Virginia 23220

Director of Financial Services
Richmond Police Department
200 West Grace Street
Richmond, Virginia 23220

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

6. Section 8.0 ("Price Adjustments") of Part IV ("Special Provisions") of Request for Proposals No. B180003244 is hereby deleted in its entirety.

By signing the Contract, the parties thereto have approved these Negotiated Modifications.